

EXHIBIT 1  
to Verified Motion of R.  
Reed Pruyn for  
Administrative Expense  
filed November 21, 2023 in  
8:23-bk-10571-SC



R. Reed Pruyn &lt;rrpglaw@gmail.com&gt;

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**New Hire**

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**Admin** <admin@lpglaw.com>

Sun, Oct 10, 2021 at 4:04 PM

To: Cecilia White &lt;Cecilia@lpglaw.com&gt;

Cc: "R. Reed Pruyn" &lt;rrpglaw@gmail.com&gt;, "R. Reed Pruyn" &lt;reed@litigationpracticegroup.com&gt;

Hi Cecilia -

Reed is now a W2 employee of LPG effective. The effective date is October 1 and the monthly salary is \$32,500. Because payroll has yet to run in October he should be ok, correct?

Please forward documentation to Reed, including benefits information.

Thanks!

**The Litigation Practice Group PC**

**17542 E. 17th St., Ste 100**

**Tustin, CA 92780**

p: 949.715.0644

f: 949.315.4332

[www.lpglaw.com](http://www.lpglaw.com)



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ROBERT R PRUYN  
276 SOUTH 1000 EAST  
SALT LAKE CITY UT 84102-2404

NON-NEGOTIABLE

NON-NEGOTIABLE

PERSONAL AND CHECK INFORMATION  
Robert R Pruy  
276 South 1000 East  
Salt Lake City, UT 84102-2404  
Soc Sec #: xxx-xx-xxxx Employee ID: 1314

Home Department: 1 LPG CA

Pay Period: 10/25/21 to 11/07/21

Check Date: 11/12/21 Check #: 5160

NET PAY ALLOCATIONS

DESCRIPTION	THIS PERIOD (\$)	YTD (\$)
Check Amount	0.00	0.00
Chkg 663	10132.23	28089.32
<b>NET PAY</b>	<b>10132.23</b>	<b>28089.32</b>

TIME OFF (Based on Policy Year)

DESCRIPTION	BEG BAL	CURR ACQ	CURR DEDUCT	AVAIL BAL
Sick	0.00 hrs	1.54 hrs	0.00 hrs	0.00 hrs
DESCRIPTION	BEG BAL	CURR ACQ	CURR DEDUCT	AVAIL BAL
Vacation	0.00 hrs	1.54 hrs	0.00 hrs	0.00 hrs

EARNINGS	DESCRIPTION	HRS/UNITS	RATE	THIS PERIOD (\$)	YTD HOURS	YTD (\$)
	Salary			15000.00		45000.00
	<b>Total Hours</b>					
	<b>Gross Earnings</b>			15000.00		45000.00
	<b>Total Hrs Worked</b>					

WITHHOLDINGS	DESCRIPTION	FILING STATUS	THIS PERIOD (\$)	YTD (\$)
	Social Security		930.00	2790.00
	Medicare		217.50	652.50
	Fed Income Tax	J	2977.77	11240.68
	UT Income Tax	S 0	742.50	2227.50
	<b>TOTAL</b>		4867.77	16910.68

NET PAY

THIS PERIOD (\$)  
10132.23

YTD (\$)  
28089.32

ROBERT R PRUYN  
276 SOUTH 1000 EAST  
SALT LAKE CITY UT 84102-2404

NON-NEGOTIABLE

NON-NEGOTIABLE

PERSONAL AND CHECK INFORMATION  
Robert R Pruyn  
276 South 1000 East  
Salt Lake City, UT 84102-2404  
**Soc Sec #:** xxx-xx-xxxx **Employee ID:** 1314  
**Home Department:** 1 LPG CA

**Pay Period:** 01/30/23 to 02/12/23  
**Check Date:** 02/17/23 **Check #:** 12664

NET PAY ALLOCATIONS

DESCRIPTION	THIS PERIOD (\$)	YTD (\$)
Check Amount	0.00	-20080.63
Chkg 663	10040.32	60241.91
<b>NET PAY</b>	<b>10040.32</b>	<b>40161.28</b>

TIME OFF (Based on Policy Year)

DESCRIPTION	BEG BAL	CURR ACQ	CURR DEDUCT	AVAIL BAL
Sick	40.00 hrs	0.00 hrs	0.00 hrs	40.00 hrs
Vacation	66.22 hrs	3.08 hrs	0.00 hrs	69.30 hrs

EARNINGS	BASIS OF PAY	DESCRIPTION	HRS/UNITS	RATE THIS PERIOD (\$)	YTD HOURS	YTD (\$)
		Salary		15000.00		60000.00
		<b>Total Hours</b>				
		<b>Gross Earnings</b>		15000.00		60000.00
		<b>Total Hrs Worked</b>				
WITHHOLDINGS		DESCRIPTION	FILING STATUS	THIS PERIOD (\$)		YTD (\$)
		Social Security		903.73		3614.93
		Medicare		211.36		845.43
		Fed Income Tax	J	2696.48		10785.92
		UT Income Tax	S 0	706.95		2827.80
		<b>TOTAL</b>		4518.52		18074.08
DEDUCTION		DESCRIPTION		THIS PERIOD (\$)		YTD (\$)
		Medical Pre-tax		423.67		1694.68
		PostTx EE health		17.49		69.96
		<b>TOTAL</b>		441.16		1764.64

NET PAY

THIS PERIOD (\$)  
10040.32

YTD (\$)  
40161.28



+1 858-330-3009

888 Prospect Street, Ste 200,  
La Jolla, CA 92037

support@oakstonepc.com

R. Reed Pruyn  
daddyreedster@gmail.com

February 18, 2023

Dear Mr. Pruyn,

Congratulations! It is with great pleasure that Oakstone Law Group PC ("OLG") would like to offer full-time employment to you for the position of Associate Attorney. The terms and conditions of employment are outlined below. The Firm reserves the right to alter or rescind this offer at any time during the employment process. The following outlines the details of this offer.

**1. Start Date**

February 20, 2023

**2. Compensation**

You will be classified as an exempt employee with an annual salary of \$390,000.00 per year paid in accordance with Firm payroll practices. Employee agrees to maintain a license in good standing in Colorado, Idaho and Utah.

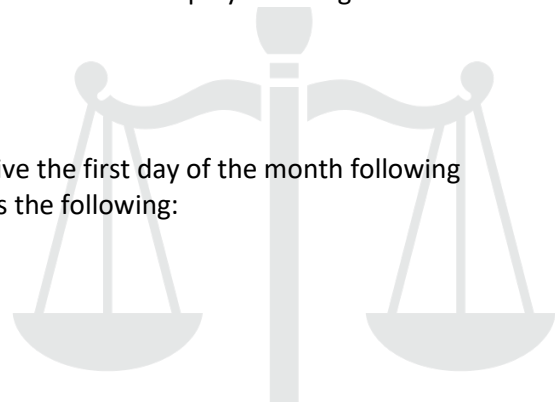
The Employee agrees to represent all clients of OLG assigned to Employee who have active matters located in any jurisdiction in which Employee is admitted to practice law. The Employee may employ the assistance of appearance or coverage counsel at Employee's discretion to manage Employee's docket of cases, and OLG agrees to cover such cost on behalf of Employee.

The Employee will be provided office space convenient to their current residence. All bar dues and malpractice insurance will be covered by OLG. The Employee may also retain a legal administrative assistant or paralegal to assist in the management of Employee's docket of cases.

**Annual Salary Increase.** The Employee shall be eligible for salary increases annually of zero to three percent (0-3%). Such salary increase shall be based upon the overall performance of the Employee during the preceding twelve (12)-month period.

**3. Benefits**

- a. Enrollment.** Should you choose to enroll, the benefits will be effective the first day of the month following your hire date. OLG offers a competitive benefit plan which includes the following:
- i. Paid Time Off.



- You will be eligible to accrue three (3) weeks of Vacation and forty (40) hours of Sick Time per year. You will need to inform Human Resources prior to your Vacation.
- ii. Medical, Dental, and Vision Plan
- iii. 401(k) Plan and company-match (if eligibility requirements are met)
- iv. Paid Holidays

#### 4. Duties

- a. Attorney-Employees are required to represent clients of OLG in accordance with the applicable rules of professional conduct governing the jurisdiction in which such legal representation is rendered.
- b. The Employee is not required to maintain records of hours except as required by any applicable rule of professional conduct.
- c. If any ethical conflict arises, Employee may decline a case assignment, but must promptly notify OLG of such denial and must assist OLG in good faith to find representation for such client.
- d. If Employee requires any support material to provide legal services in accordance with the applicable rules of professional conduct, Employee shall promptly notify OLG of the same and OLG agrees to comply with such requests in good faith and with the exercise of reasonable diligence.
- e. The Employee agrees to permit OLG to publish Employee's profile to its website, mobile application, and on any firm letterhead or correspondence.
- f. The Employee agrees to complete all required continuing legal education coursework and to comply with ethical standards expected of any officer of the court.
- g. The Employee agrees to serve as counsel for the Firm and its clients for all purposes in the jurisdiction(s) in which Employee is licensed.
- h. The Employee agrees to use OLG's customer relations management software.
- i. The Employee agrees to use their name and information on correspondence directed to OLG's clients in the state(s) in which the attorney is licensed.

#### 5. Outside Activities

- a. **General.** During the term of this Agreement you may not, without the prior written consent of the Firm, directly or indirectly as principal, agent, shareholder, partner, employee or otherwise engage in or be interested in any other business which will require your attendance or attention during the Firm's business hours or which is or may be contrary to the interest of, or in competition with, the Firm or which may require the use of confidential information of the Firm.

#### 6. Confidentiality

- a. **General Confidentiality.** You shall not disclose or use either during or after your employment with the Firm any secret or confidential information, or information which in good faith and good conscience ought to be treated as confidential relating to the Firm, its employees, or its customers without the prior written consent of the Firm.
- b. **Confidential information.** Confidential information includes, but is not limited to, customer lists, supplier lists and lists of employees and contractors and information about the Firm's finances, business plans, proposals, technologies, and developments.
- c. **Absenteeism and Illness.** Punctual attendance is necessary. It is the responsibility of the Employee to inform OLG prior to your start of any absenteeism and illness. The Firm has the right to require you to supply proof of illness and fitness to return to work in the form of a doctor's certificate or other form satisfactory to the Firm.

#### 7. At-Will Statement

- a. **General At-Will.** This letter constitutes the full commitments that have been extended to you. However, OLG does not guarantee employment for a specified length of time.
- b. **Mutual Consent.** Employment is at the mutual consent of each employee and OLG.
- c. **Right to Terminate.** Accordingly, both parties retain the right to terminate the employment relationship at-will with or without cause.
- d. **Identification Documents and Other Paperwork.** Upon employment, you will be asked to provide identification documents in accordance with the provisions of the Immigration Reform Act of 1986 and complete the I-9 form within three days of employment. You will also be given additional paperwork necessary to complete your file.

If the terms and conditions stated above are acceptable to you, please indicate by signing below and returning to me via email. Please respond within two business days of the date on this correspondence. If you have any questions, please contact me at [admin@oakstonepc.com](mailto:admin@oakstonepc.com).

We look forward to a favorable reply!

Sincerely,

*Scott J. Eadie*

Managing Attorney

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I accept the above offer to be employed by Oakstone Law Group and understand the terms and conditions set forth in this letter.

*Reed Pruyn*

R. Reed Pruyn

Dated: February 20, 2023



# GREYSON LAW CENTER

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R. Reed Pruyn

March 21, 2023

Dear Mr. Pruyn,

Congratulations! It is with great pleasure that Greyson Law Center PC would like to offer full-time employment to you for the position of Associate Attorney. The terms and conditions of employment are outlined below. The Firm reserves the right to alter or rescind this offer at any time during the employment process. The following outlines the details of this offer.

## 1. Start Date

March 27, 2023

## 2. Compensation

You will be classified as an exempt employee with an annual salary of \$390,000.00 per year paid in accordance with Firm payroll practices. Employee agrees to maintain a license in good standing in Colorado, Idaho and Utah.

The Employee agrees to represent all clients of Greyson Law Center assigned to Employee who have active matters located in any jurisdiction in which Employee is admitted to practice law. The Employee may employ the assistance of appearance or coverage counsel at Employee's discretion to manage Employee's docket of cases, and Greyson Law Center agrees to cover such cost on behalf of Employee.

The Employee will be provided office space convenient to their current residence. All bar dues and malpractice insurance will be covered by Greyson Law Center. The Employee may also retain a legal administrative assistant or paralegal to assist in the management of Employee's docket of cases.

**Annual Salary Increase.** The Employee shall be eligible for salary increases annually of zero to three percent (0-3%). Such salary increase shall be based upon the overall performance of the Employee during the preceding twelve (12)-month period.

## 3. Benefits

- a) **Enrollment.** Should you choose to enroll, the benefits will be effective the first day of the month following your hire date. Greyson Law Center offers a competitive benefit plan which includes the following:





# GREYSON LAW CENTER

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- I. Paid Time Off: You will be eligible to accrue three (3) weeks of Vacation and forty (40) hours of Sick Time per year. You will need to inform Human Resources prior to your Vacation.
- II. Medical, Dental, and Vision Plan
- III. 401(k) Plan and company-match (if eligibility requirements are met)
- IV. Paid Holidays

## 4. Duties

- a) Attorney-Employees are required to represent clients of Greyson Law Center in accordance with the applicable rules of professional conduct governing the jurisdiction in which such legal representation is rendered.
- b) The Employee is not required to maintain records of hours except as required by any applicable rule of professional conduct.
- c) If any ethical conflict arises, Employee may decline a case assignment, but must promptly notify Greyson Law Center of such denial and must assist Greyson Law Center in good faith to find representation for such client.
- d) If Employee requires any support material to provide legal services in accordance with the applicable rules of professional conduct, Employee shall promptly notify Greyson Law Center of the same and Greyson Law Center agrees to comply with such requests in good faith and with the exercise of reasonable diligence.
- e) The Employee agrees to permit Greyson Law Center to publish Employee's profile to its website, mobile application, and on any firm letterhead or correspondence.
- f) The Employee agrees to complete all required continuing legal education coursework and to comply with ethical standards expected of any officer of the court.
- g) The Employee agrees to serve as counsel for the Firm and its clients for all purposes in the jurisdiction(s) in which Employee is licensed.
- h) The Employee agrees to use Greyson Law Center's customer relations management software.
- i) The Employee agrees to use their name and information on correspondence directed to Greyson Law Center's clients in the state(s) in which the attorney is licensed.

## 5. Outside Activities

- a) **General.** During the term of this Agreement you may not, without the prior written consent of the Firm, directly or indirectly as principal, agent, shareholder, partner, employee or otherwise engage in or be interested in any other business which will require your attendance or attention during the Firm's business hours or which is or may be contrary to the interest of, or in competition with, the Firm or which may require the use of confidential information of the Firm.



# GREYSON LAW CENTER

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## 6. Confidentiality

- a) **General Confidentiality.** You shall not disclose or use either during or after your employment with the Firm any secret or confidential information, or information which in good faith and good conscience ought to be treated as confidential relating to the Firm, its employees, or its customers without the prior written consent of the Firm.
- b) **Confidential information.** Confidential information includes, but is not limited to, customer lists, supplier lists and lists of employees and contractors and information about the Firm's finances, business plans, proposals, technologies, and developments.
- c) **Absenteeism and Illness.** Punctual attendance is necessary. It is the responsibility of the Employee to inform Greyson Law Center prior to your start of any absenteeism and illness. The Firm has the right to require you to supply proof of illness and fitness to return to work in the form of a doctor's certificate or other form satisfactory to the Firm.

## 7. At-Will Statement

- a) **General At-Will.** This letter constitutes the full commitments that have been extended to you. However, Greyson Law Center does not guarantee employment for a specified length of time.
- b) **Mutual Consent.** Employment is at the mutual consent of each employee and Greyson Law Center.
- c) **Right to Terminate.** Accordingly, both parties retain the right to terminate the employment relationship at-will with or without cause.
- d) **Identification Documents and Other Paperwork.** Upon employment, you will be asked to provide identification documents in accordance with the provisions of the Immigration Reform Act of 1986 and complete the I-9 form within three days of employment. You will also be given additional paperwork necessary to complete your file.

If the terms and conditions stated above are acceptable to you, please indicate by signing below and returning to me via email. Please respond within two business days of the date on this correspondence. If you have any questions, please contact me at [admin@greysonpc.com](mailto:admin@greysonpc.com).

We look forward to a favorable reply! Sincerely,

Sincerely,

*Scott J Eadie*

Scott J. Eadie  
Managing Attorney



# GREYSON LAW CENTER

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I accept the above offer to be employed by Greyson Law Center PC and understand the terms and conditions set forth in this letter.

Robert Reed Pruyn

Print: First name and last name

/s/ Reed Pruyn

Signature

March 24, 2023

Date